# CH \$165.00 316641

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM534384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/02/2018

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nail Alliance - Entity, Inc.		07/29/2019	Corporation: MISSOURI

## **RECEIVING PARTY DATA**

Name:	Nail Alliance, LLC
Street Address:	6840 North Oak Trafficway
City:	Gladstone
State/Country:	MISSOURI
Postal Code:	64118
Entity Type:	Corporation: MISSOURI

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3166418	ТТ
Registration Number:	3091618	ENTITY
Registration Number:	3115202	ENTITY
Registration Number:	4267207	ENTITY 1 COLOR COUTURE
Registration Number:	4267206	ENTITY ONE COLOR COUTURE
Registration Number:	3091620	ENTITY

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rrice@polsinelli.com
Correspondent Name: Rachel A. Rice

Address Line 1: 1401 Lawrence Street

Address Line 2: Suite 2300

Address Line 4: Denver, COLORADO 80234

NAME OF SUBMITTER:	Rachel A. Rice
SIGNATURE:	/Rachel A. Rice/
DATE SIGNED:	07/31/2019

## Total Attachments: 7 source=Entity to Nail Alliance Assignment FINAL#page1.tif source=Entity to Nail Alliance Assignment FINAL#page2.tif source=Entity to Nail Alliance Assignment FINAL#page3.tif source=Entity to Nail Alliance Assignment FINAL#page4.tif source=Entity to Nail Alliance Assignment FINAL#page5.tif source=Entity to Nail Alliance Assignment FINAL#page6.tif source=Entity to Nail Alliance Assignment FINAL#page7.tif

### TRADEMARK ASSIGNMENT

## (NUNC PRO TUNC)

This Trademark Assignment (this "Assignment") is made and entered into by and between Nail Alliance – Entity, Inc., a Missouri corporation ("Assignor"), and Nail Alliance, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks listed in Schedule A (the "Trademarks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee, to be effective *mune pro tune* as of the 2nd day of July, 2018, all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

- 1. Assignor does hereby sell, assign, transfer and set over to Assignee, to be effective *nunc pro tunc* as of the 2nd day of July, 2018, the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks is used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The assignment of the Trademarks accompanies the transfer of Assignor's business, or portion of the business to which the Trademarks pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing.
- 2. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto executes this Assignment  $nunc\ pro\ tunc.$ 

Nail Alliance - Entity, Inc.

By: 442

Nail Alfiance, MLC

By: / Name

## SCHEDULE A (The Trademarks)

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Mari	k Country	Application #	File Date	Registration #	Registration	Status	freeze
	č.				Date		
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## SCHEDULE A

Mark/Name	Country/Jurisdiction	App. No./Reg. No.
ENTITY	Indonesia	AN: D002015057124
ENITY		
ENTITY 1 COLOR COUTURE and Design	Canada	RN: TMA880512 AN: 1590794
COLOR COUTURE		
ENTITY ONE COLOR COUTURE	Canada	RN: TMA880498 AN: 1590793
ENTITY and Design	Philippines	AN: 4-2015-506968
ENTITY	European Union	RN: 004293627 AN: 004293627
ENTITY It and Design	European Union	RN: 004293619 AN: 004293619
<b>€</b>		
tz.and Design	European Union	RN: 004293601

Mark/Name	Country/Jurisdiction	App. No./Reg. No.
		AN: 004293601
A		<b>DEMA</b>
ENTITY and Design	United States (Federal)	RN: 3091620 SN: 78567345
ENTITY	United States (Federal)	RN: 3091618 SN: 78566578
ENTITY	United States (Federal)	RN: 3115202 SN: 78493989
ENTITY 1 COLOR COUTURE and Design	United States (Federal)	RN: 4267207 SN: 85548346
ENTITY ONE COLOR COUTURE	United States (Federal)	RN: 4267206 SN: 85548251
Ⅲ and Design	United States (Federal)	RN: 3166418 SN: 78567342

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Mark/Name	Country/Jurisdiction	App. No./Reg. No.
ENTITY tt and Design	Norway	
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tt and Design	Norway	RN: 236493 AN: 200601346
ENTITY	Cuba	RN: 2016-0011 AN: 2016-0011
ENTITY	Cuba	RN: 2016-0012 AN: 2016-0012
ENTITY	India	AN: 3005723
ENTITY and Design	China	RN: 22368202 AN: 22368202
ENTITY and Design	China	RN: 22368203 AN: 22368203

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